

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA
LAFAYETTE DIVISION

COREY BLAKE GOTREAU

CIVIL ACTION NO. 6:13-CV-03235

VERSUS

MAGISTRATE JUDGE HANNA

APACHE CORPORATION, ET AL.

BY CONSENT OF THE PARTIES

ORDER

Currently pending is the plaintiff's motion to enforce the settlement agreement and for statutory penalties. (Rec. Doc. 235). The motion is opposed.

The plaintiff's settlement agreement with defendants Apache Corporation, Shamrock Management, LLC, and Catlin Specialty Insurance Company obligated the defendants to fund the settlement not later than the close of business on December 1, 2015. However, the settlement funds were to be held in trust by the plaintiff pending final approval by the Department of Labor pursuant to Section 8(i) of the Longshore and Harbor Workers' Compensation Act, the analysis of Medicare set-aside issues, and the execution of all necessary settlement documents. Approximately one-third of the total settlement fund was delivered to a broker on November 5, 2015 to be placed in a structure for the plaintiff's benefit. Apache (in its capacity as a third-party defendant) delivered its remaining portion of the settlement fund to the plaintiff on December 3, 2015. Catlin, Shamrock, and Apache (in its capacity as a direct

defendant) delivered their remaining portion of the settlement fund to the plaintiff on December 10, 2015 due to a misunderstanding between the defendants and their counsel. At the time of complete funding, the conditions necessary to allow for disbursement of settlement funds to the plaintiff had not been fulfilled, therefore, to the extent there was a delay in funding beyond the date set forth in the letter agreement, it was harmless.

This Court has broad discretion to impose sanctions as appropriate.¹ This Court finds that there is no evidence of bad faith on the part of the defendants in connection with the funding of the settlement and no evidence that the plaintiff was harmed by the defendants' failure to provide 100% funding by the close of business on December 1 as the requirements for disbursement had not been fulfilled. Accordingly,

IT IS ORDERED that the plaintiff's motion (Rec. Doc. 235) is DENIED.

IT IS FURTHER ORDERED that the oral argument that was previously scheduled to be held on January 26, 2016 is CANCELLED.

Signed at Lafayette, Louisiana, this 29th day of December 2015.



PATRICK J. HANNA
UNITED STATES MAGISTRATE JUDGE

¹ *Topalian v. Ehrman*, 3 F.3d 931, 934 (5th Cir. 1993).